

CONFIDENTIAL SETTLEMENT AGREEMENT
AND RELEASE OF ALL CLAIMS

This Confidential Settlement Agreement and Release of All Claims (hereinafter the “Agreement”) is entered into by and between Plaintiff ALTAUNE BROWN (“BROWN” and/or “Plaintiff”) and Defendants FRANKIE SHOP LLC (“Tenant”) and FLEMINGTON ESTATES LLC (“Landlord”) (together referred to as the “Defendants”) (all parties hereinafter collectively referred to as the “Parties”). This Agreement shall be effective on March 18, 2025 (“Effective Date”).

RECITALS


WHEREAS, the Plaintiff had filed a civil action styled *ALTAUNE BROWN v. FRANKIE SHOP LLC and FLEMINGTON ESTATES LLC* in the United States District Court, Southern District Of New York, Case No. 1:24-cv-5688, together hereinafter the “Action”) claiming that the named Defendants violated Title III of the Americans with Disabilities Act (hereinafter the “ADA et al.”), the New York City Human Rights Law (“NYCHRL”), and the New York State Human Rights Law (“NYSHRL”) with respect to the commercial premises operated by Tenant as The Frankie Shop located at 100 Stanton Street, New York, NY 10002 (hereinafter the “Property”);

WHEREAS, Landlord filed a Crossclaim against Tenant in the Action for contribution and/or indemnity (the “Crossclaim”);

WHEREAS, subject to the terms of this **CONFIDENTIAL** Agreement, the Plaintiff and the Defendants have agreed to settle this Action and resolve any and all disputes which exist or might exist between them and to settle and to compromise any and all matters which were or could have been alleged in the Action;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree to be legally bound by the following terms and conditions which constitute full settlement of this Action, including the Crossclaim:

Recitals: The Parties acknowledge that all of the “WHEREAS” clauses preceding paragraphs are incorporated as material parts of this Agreement.



18. **Property Modifications:** Tenant shall make the following property modifications detailed below to the extent it is legally feasible (the “Property Modifications”). All property modifications shall comply with the applicable 2010 ADAAG design guidelines. The remediation is as follows:

- a. To the extent not already accomplished, within 45 days from the Effective Date, maintain an ADA compliant temporary and/or portable ramp (or similar alternative) at the Property and provide conspicuous ADA compliant signage identifying a ramp is available upon request with instruction to press a buzzer/bell for assistance. And install an ADA compliant buzzer/bell at the main entrance of the Property (which shall be within arm’s reach from the sidewalk and unobstructed all times during business hours). The portable ramp must be made available upon request and staff should be trained to deploy the portable ramp promptly and safely and to assist disabled patrons as needed. Tenant shall send a photo confirmation to Plaintiff’s counsel.
- b. To the extent not already accomplished, Tenant shall, within thirty (30) days from the Effective Date, obtain a review and opinion from a consultant on the feasibility of installing a permanent ramp at the entrance to the ground floor of the Property as part of an accessible entrance in compliance with the 2010 ADA Standards for Accessible Design and provide Plaintiff’s counsel and Landlord with a courtesy copy by email. Whether or not Defendants install permanent ramp(s) is left to their sole discretion, and
- c. To the extent not already accomplished, Tenant shall, within 45 days from the Effective Date, maintain an accessible countertop/service counter or alternative at the Property.
- d. Tenant shall post applicable signage identifying an accessible changing/fitting room .
- e. Tenant shall train its staff as needed with regards to any of the above remediations, and train its staff on customer service etiquette when assisting people with disabilities within 45 days from the Effective Date.
- f. Tenant shall email photos of the completed remediations and advise on the trainings upon completion to Plaintiff’s counsel to confirm the above is completed.

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THE PARTIES HEREBY DECLARE THAT THEY ARE EXECUTING THIS AGREEMENT AFTER HAVING HAD THE OPPORTUNITY TO RECEIVE OR SEEK LEGAL ADVICE AS TO THEIR RIGHTS FROM THEIR RESPECTIVE COUNSEL, IF ANY, OF THEIR OWN SELECTION.

THE PARTIES AGREE THAT THEY ARE ENTERING THIS AGREEMENT KNOWINGLY, VOLUNTARILY, AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. PLAINTIFF AFFIRMS THAT HE HAS NOT BEEN COERCED, THREATENED, OR INTIMIDATED INTO SIGNING THIS AGREEMENT.

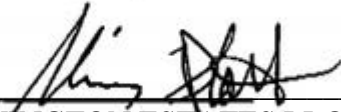
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GT

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FRANKIE SHOP LLC
Gaëlle DREVET

By: _____



FLEMINGTON ESTATES LLC

By: _____ Morris Platt Manager

ALTAUNE BROWN

Approved as to Form, and Above Assurances Made By:

THE MARKS LAW FIRM, PC

Name: Bradly G. Marks

Date

Approved as to Form:

DENTONS US LLP

Name: Nick S. Pujji

Date

THE LAW OFFICE OF AVRAM E. FRISCH LLC

Name: Avram E. Frisch

Date

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FRANKIE SHOP LLC

By: _____

FLEMINGTON ESTATES LLC

By: Morris Platt, Manager

ALPAUNE BROWN

~~Approved as to Form~~, and Above Assurances Made By:

THE MARKS LAW FIRM, PC

Name: Bradley G. Marks

Date

Approved as to Form:

DENTONS US LLP

Name: Nick S. Pujji

Date

THE LAW OFFICE OF AVRAM E. FRISCH LLC

Name: Avram E. Frisch

Date



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FRANKIE SHOP LLC

By: _____

FLEMINGTON ESTATES LLC
By: Morris Platt Manager

ALTAUNE BROWN

Approved as to Form, and Above Assurances Made By:

THE MARKS LAW FIRM, PC

Name: Bradly G. Marks

Date

Approved as to Form:

DENTONS US LLP

Name: Nick S. Pujji

March 24, 2025
Date

THE LAW OFFICE OF AVRAM E. FRISCH LLC

Name: Avram E. Frisch

03/25/2025
Date